

**INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON STATE PARKS AND RECREATION COMMISSION
AND
UNIVERSITY OF WASHINGTON**

THIS AGREEMENT is made and entered into by and between the Washington State Parks and Recreation Commission, hereinafter referred to as "PARKS" and the Thomas Burke Memorial Museum, University of Washington, hereinafter referred to as "MUSEUM".

IT IS THE PURPOSE OF THIS AGREEMENT to provide for MUSEUM to complete the work identified in the statement of work that PARKS is unable to perform.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

MUSEUM shall furnish the necessary personnel, equipment, material, and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth below:

The below work builds upon work completed in the previous contracts and is detailed as follows:

- 1) Assist PARKS in preparing draft of NAGPRA summary data. Initial summary to be completed by October 18, 2007 with subsequent summaries on or before April 20, 2008.
- 2) Assist PARKS in development and execution of plan to consult with potentially affiliated Native American tribes.
- 3) Assist PARKS in preparing drafts of Notice of Inventory Completion to be completed after consultation with affiliated tribes.
- 4) Re-house and catalog small collections, as necessary.
- 5) Re-house human remains to prepare for consultations with Native American tribes.
- 6) Provide consultation on issues surrounding NAGPRA and required documentation on an on-going basis.
- 7) Travel to Fort Worden to review collections not previously cataloged.

Proposed work will enable PARKS to further NAGPRA compliance efforts, and enable PARKS to properly track and manage their property. Work will be performed by trained employees of the Burke Museum Archaeology Department under supervision of the Archaeology Program Manager, Archaeology Collections Manager, and Curator of the Archaeology Department.

Associated NAGPRA data will include: catalog number, accession number, object name, description (including material type), NAGPRA category, count, provenience, related objects, and associated publications. Associated NAGPRA summary information will include: accession number, site number and name, county, state, collection description and approximate count. Cataloging will enable PARKS to provide detailed information to the National Park Service and appropriate Native American tribal groups.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on or about October 1, 2007. This project is expected to take ten (10) months to complete and will be completed no later than June 30, 2008, unless terminated sooner as provided herein.

PAYMENT

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have determined that the cost of accomplishing the work herein will not exceed **Twenty-Nine Thousand, One Hundred Ninety, and No/100ths Dollars (\$29,190.00)**, based on the below estimated budget:

Work Proposed in #1 through #7		
Salaries	\$	17,902.00
Travel	\$	390.00
Supplies, including copies	\$	420.00
Sub-total	\$	18,712.00
Indirect Costs @ 56%	\$	10,478.00
Total	\$	29,190.00

Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount.

BILLING PROCEDURE

MUSEUM shall submit no less often than quarterly invoices for work performed. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days. Invoices shall be submitted to PARKS Representative for approval of payment. Billing shall be made on actual itemized work plus indirect costs, not as a lump sum. Payment to MUSEUM for approved and completed work will be made by warrant or account transfer by PARKS within 30 days of receipt of the invoice.

RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six (6) years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize

reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

RIGHTS IN DATA

Copyright in all material created by MUSEUM and paid for by PARKS as part of this Agreement shall be the property of the State of Washington. Both PARKS and MUSEUM may use these materials, and permit others to use them, for any purpose consistent with their respective missions as agencies of the State of Washington. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which MUSEUM uses to perform the Agreement, except material and information obtained from PARKS, shall be owned by MUSEUM or such other party as determined by Copyright Law and/or Contractor's internal policies; however, for any such materials, MUSEUM hereby grants (or, if necessary and to the extent reasonably possible, shall obtain and grant) a perpetual, unrestricted, royalty free, non-exclusive license to PARKS to use the materials for PARKS' internal purposes.

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

TERMINATION

Either party may terminate this Agreement upon 30 (thirty) days prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 (fifteen) working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. Statement of work; and
- c. Any other provisions of the agreement, including materials incorporated by reference.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

CONTRACT MANAGEMENT

The project manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Project Manager for Washington State Parks is:

Steve Wang, Interpretive Services Phone (360) 902-8611
Washington State Parks and Recreation Commission
7150 Cleanwater Drive SW
PO Box 42650
Olympia, WA 98504-2650

The Project Manager for technical questions for the Thomas Burke Memorial Museum, University of Washington is:

Peter Lape Phone (206) 543-4043
The Burke Museum
Seattle, WA 98195-0001

The Contract Manager for the Thomas Burke Memorial Museum, University of Washington is:

Carol Zuiches
Office of Sponsored Programs
1100 NE 45th St., Suite 300
Seattle, WA 98105
206-543-4043
osp@u.washington.edu

IN WITNESS WHEREOF, the parties have executed this Agreement.

**WASHINGTON STATE PARKS
AND RECREATION COMMISSION**

**THE BURKE MUSEUM
UNIVERSITY OF WASHINGTON**

Signature

Signature

Assistant Director
Title

Title

Date

Date

APPROVED AS TO FORM:
Mark Schumock /s/
February 2006